

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
NORTHERN DIVISION

TIMOTHY P. RUJAN,

Plaintiff,

Case No. 2:20-cv-12398

v.

Hon. Thomas L. Ludington

SCHEURER HOSPITAL,

Defendant.

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**THE MASTROMARCO FIRM**

Victor J. Mastromarco, Jr. (P34564)

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**STIPULATED ORDER FOR**  
**APPROVAL OF SETTLEMENT AGREEMENT**

The parties, through their respective counsel, state as follows in support of their stipulated request to this Court to approve the parties' settlement agreement:

WHEREAS, Plaintiff brought this action against Defendant alleging that it violated the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201, *et seq.*

{9266438;2 }

WHEREAS, the parties have engaged in extensive negotiations before agreeing upon a settlement amount and the material settlement terms.

WHEREAS, the parties have executed a Confidential Settlement Agreement and Release of All Claims (the “Settlement Agreement”).

WHEREAS, judicial approval of the parties’ Settlement Agreement related to Plaintiff’s claims under the FLSA is necessary in order for it to be enforceable. *See Lynn’s Food Stores v. U.S.*, 679 F.2d 1350 (11th Cir. 1982); *see also Snook v. Valley Ob-Gyn Clinic, P.C.*, No. 14-CV-12302, 2015 WL 144400, at \*1 (E.D. Mich. Jan. 12, 2015).

WHEREAS, a copy of the Settlement Agreement is attached to the parties’ Notice of Settlement, filed with the Court concurrently with this Stipulated Order, for the Court’s review.

WHEREAS, the parties’ Settlement Agreement represents a reasonable compromise of disputed claims related to Plaintiff’s allegations of unpaid overtime. The parties recognize that resolution of the disputed claims in this case would otherwise require protracted litigation – including extensive factual discovery.

WHEREAS, the Settlement Agreement was negotiated on behalf of the parties by counsel experienced in FLSA claims. The Settlement Agreement fairly and reasonably comprises each party’s interests, benefits, and rights. *See Lynn’s Food*

*Stores, Inc.*, 679 F.2d at 1354. In particular, the parties acknowledge that the resolution set forth in the Settlement Agreement fairly and reasonably accounts for the damages sought by Plaintiff in this case.

The Court, after having conducted review of the confidential Settlement Agreement and being satisfied that it is a fair and reasonable settlement of disputed claims, and the Court being otherwise fully advised in the premises:

IT IS HEREBY ORDERED that the Settlement Agreement be and is approved, as submitted.

IT IS SO ORDERED.

Dated: December 15, 2020

s/Thomas L. Ludington  
THOMAS L. LUDINGTON  
United States District Judge

Dated:

Stipulated and agreed to as content:

/s/ Victor J. Mastromarco, Jr. (w/permission)  
**THE MASTROMARCO FIRM**  
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*Attorneys for Plaintiff*

/s/ David W. Schelberg  
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